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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

TUMKUR DISTRICT.

Notification dated 11th September 1929.

It is hereby notified for general information that the exclusive right of collecting Minor Forest Produce from the date of confirmation of the sale up to 30th June 1930 in the undermentioned localities of Kunigal Taluk of Tumkur District, will be sold by public auction by the Deputy Commissioner, Tumkur District or the Assistant Commissioner deputed by him assisted by the District Forest Officer, Tumkur District, on the dates and at the places specified below :—

District	Taluk	Locality	Date of sale	Place of sale	Remarks
Tumkur ...	Kunigal ...	1. Kunigal Stud Farm 2. Herur Kaval 3. Begur Kaval	28—9—1929	Kunigal Travellers' Bungalow.	

Remarks.—Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set apart for communal purposes:—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves, 10. Byala.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan pepper	Maddi
Seege kayi	Kan cardamom	Childabija
Gum	Nissam buds	Chagachebija
Honey	Halmaddi	Guggala
Bees-wax	Hulgal seeds	Neem seeds
Kapilarang	Cinnamon seeds	Cashewnut
Gerubija or marking nut	Vetehulli	Pappilichakke
Wood apple	Bende fibre	Hippe seeds
Lichens	Wild olive	Mango fruits
Maradipoppu or charpoppu	Silk cotton	Kalluhuvu
Horns	Kirichal (State Forest)	Maklieberu (State Forest)
Hides	Pith	Sogadeberu do
Karikayi	Linseed	Kakkekayi
Kanchagache	Bolar bark	Somechekke
Gallnut	Pot stone	Lebi fruit
Antavaladakai	Rampatra or kanpatre	Iglara
Guricharlu	Jungle safforn	Nili seeds
Wild castor seeds	Patanga	Nux-vomica

2. The auction will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sales, in case the party named therein happens to be the highest bidder obtaining in lieu thereof if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's Certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government right, but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid in two equal instalments as follows :—

..... from 1st November 1929

In default to pay the instalments on the due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are :--

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the officers of the Revenue and the Police Departments, of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N.B.—Forest Forms 96 and 97 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove, out of the limits of the taluk before the 30th June 1930 all the produce collected and sorted under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village amaray as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor forest produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

K. REVANNA,

HASSAN DISTRICT.

Resale Notification dated 12th September 1929.

It is hereby notified for general information that the grazing right of cattle which term includes only cows or bullocks, buffaloes and sheep (goats being excluded) in the undermentioned Plantations and State Forests of the Hassan District, up to the end of December 1929, will be resold by public auction on the dates and at the places specified against each, by the Range Forest Officer, Hassan, subject to the confirmation by the Conservator of Forests, when the sale amount exceeds Rs. 1,000 at the risk of the original purchasers. The sale will commence at 2 P.M., each day and if it is not concluded on the same day it will be continued on the next day.

N.B.—The grazing of goats in the specified areas of State Forests has been reserved by the Department although the lessee will have purchased the right to allow cattle specified above in such areas also.

2. No person will be allowed to bid unless he deposits with the sale conducting officer a sum of Rs. 10 only as earnest money which in the case of all unsuccessful bidders will be duly returned immediately after the sale.

3. The successful bidder shall immediately after the close of the sale, pay one-quarter of the sale amount including the deposit already made together with the local and education cesses at one anna and six pies in the rupee respectively on the entire sale amount. In default, the deposit will be forfeited and the right resold which will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government, but shall have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue under section 79 of the Forest Regulation.

4. The balance of the three-fourths of the sale amount shall be remitted to the nearest Government Treasury before the sunset of the 8th day from the date of closing of the sale. If that day happens to be a Government Holiday, the said amount must be credited to Treasury before the sunset of the next office day, failing which the sale will be cancelled and a resale held at the risk of the original purchaser as detailed in para 3 above.

5. The purchaser shall not sub-let the lease without previous sanction of the District Forest Officer or the Conservator of Forests. When such sanction is accorded the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the Forest and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the Plantation or Forest, due either to himself or his men which will be dealt with under the provision of the Mysore Forest Regulation.

6. The grazing will be permitted only between sunrise and sunset up to the end of the period stipulated, *viz.*, 31st December 1929. No scraping of grass is permitted.

7. The purchaser shall not interfere with any forest operation, such as, planting, sowing and felling that the Forest Department may wish to conduct in the leased area, should any damage be caused by such operations to the grass crop he shall not be entitled to any compensation. He shall not graze in the area under cultural operations.

8. In the event of a breach of any of the conditions specified in the sale notice, the lease is liable to be concelled and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer for every offence:—

Name of taluk	Plantation of forest	Place of sale	Date of sale
Belur ...	Hagare ...	Hagare ...	25th September 1929
Channarayapatna ...	Gowdagere ...	Channarayapatna	29th do
Arkalgud ...	Gubbi ..	Arkalgud ...	27th do

N.B.—The lessee or the purchaser shall have no power to question the right of grazing of cattle free or at concession rates conceded as per Forest Settlements and Government orders which will be regulated by the Department.

Abstract Notification dated the 25th August 1929.

The attention of the public is invited to the tender notification of date, for the purchase of the exclusive right of collecting Tangadi and Kakke barks in the Taluks of Arkalgud Belur and Manjarabad Taluks and Alur Sub-Taluk, during the years 1929-31, published on pages 953 and 954, Part VI of the *Mysore Gazette*, dated 5th September 1929.

MAHOMED PIR,
District Forest Officer.

SHIMOGA DIVISION.

Abstract Notification, dated 8th September 1929.

The attention of the public is invited to the notification, dated the 8th August 1929, calling for tenders for supply of Balagi poles from the Forests of Agumbe Range to Shimoga Timber Depot, published on pages 915 and 916 of Part VI of the *Mysore Gazette*, dated the 29th August 1929.

P. KRISHNASWAMI RAO,
District Forest Officer.

KADUR DIVISION.

Abstract Notification dated 12th August 1929.

The attention of the public is hereby invited to the Gazette Notification dated 12th August 1929, regarding the calling for the tenders for the removal and collection of bamboos in the Forests of the Kadur Division, published on pages 880 and 881, Part VI of the *Mysore Gazette*, dated 22nd August 1929.

Abstract Notification dated 31st August 1929.

The attention of the public is invited to the sale of Tangadi and Kakke barks in Mudgere Taluk for the year 1929-31, to be held on 28th September 1929, published on pages 995 and 997, Part VI of the *Mysore Gazette*, dated 12th September 1929.

S. VENKATAVARADIENGAR,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

Abstract Notification dated 31st August 1929.

The attention of the public is invited to the detailed Notification *re* the sale of right of collecting and removal of big and small bamboos of the Forests of Narasimharajpura, Hebbe and Bhadravati Sub-Divisions of the Division for the year 1929-30, published on pages 994 and 995, Part VI of the *Mysore Gazette*, dated 12th September 1929.

Abstract Notification dated 5th September 1929.

The attention of the public is invited to the detailed tender notification regarding the sale of standing timber trees in the forests of Muthodi Range of the Division for 1929-30 published on pages 992 and 993, Part VI of the *Mysore Gazette*, dated 12th *September* 1929.

C. H. EAGLES,
District Forest Officer.

ENGINEERING DEPARTMENT.

KOLAR DIVISION.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P.M., on 28th September 1929, for Restoring Roparlahalli Amanikere Major Tank, Chikballapur Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of May 1930.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Kolar, between the hours of 11 A.M. and 5 P.M.

3. Tenders should be submitted on printed forms, which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a deposit of Rupees two hundred and fifty in Cash or Government Promissory Notes, as earnest money, and be superscribed " Tender for restoring Roparlahalli Amanikere Major Tank, Chikballapur Taluk in default of which, tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond in default of which, his tender will be considered cancelled, and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the Notice Board in the Executive Engineer's Office in due course. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. The tenderers must quote specific rates for all items of work both in words and in figures.

10. The tenderers stating that the work would be executed at a certain percentage in excess of or lower than the estimate will not be accepted.